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MONARCH LAUNDRY, Inc., et al. v. WESTBROOK.

March 11, 1909.

[63 S. E. 1070.]

1. Sales (§ 472*)—Reservation of Title—Filing or Recording.—The reservation of title in a contract of sale of an engine, boiler, and machinery installed by the seller in the buyer's building, is valid as against a subsequent purchaser or mortgagee of the land on which the property was situated, where the contract is recorded as provided by Code 1904, § 2462.

[Ed. Note.—For other cases, see Sales, Cent. Dig. §§ 1366-1376; Dec. Dig. § 472.* 11 Va.-W. Va. Enc. Dig. 679, 680.]

2. Property (§ 4*)—“Movable” Property.—The word “movable,” as applied to property, is defined as “that which may be lifted, carried, drawn, turned, or conveyed, or in any way made to change place or position.”

[Ed. Note.—For other cases, see Property, Dec. Dig. § 4.*

For other definitions, see Words and Phrases, vol. 5, pp. 4614. 4615.]

3. Fixtures (§ 22*)—What Constitutes—“Personalty.”—Such property as an engine, boiler, and machinery does not lose the character of personality by being installed by the seller under a conditional sale in the buyer's building for the operation of a laundry, where it may be removed, with foundations and connections, without injury to the building.

[Ed. Note.—For other cases, see Fixtures, Cent. Dig. § 57; Dec. Dig. § 22.* 6 Va.-W. Va. Enc. Dig. 146, 147; 11 Id. 680.]

For other definitions, see Words and Phrases, vol. 6. pp. 5346-5358; vol. 8. p. 7753.]

4. Sales (§ 472*)—Conditional Sale—Validity—Description of Property.—A provision, in a contract of conditional sale, that “this agreement further contemplates furnishing the additional shafting, piping, connections, etc., as may be required to complete the said plant as to the motive power of same,” is not sufficiently definite to enable a stranger to identify such shafting, etc., and, though the contract be recorded, is invalid as against a subsequent purchaser or mortgagee.

[Ed. Note.—For other cases, see Sales, Cent. Dig. §§ 1366-1376; Dec. Dig. § 472.* 11 Va.-W. Va. Enc. Dig. 692.]

Judgment affirmed. All the judges concur.

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.